

# UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEW HAMPSHIRE

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Clerk of the US Bankruptcy Court NH

In re:

**BRIAN J. GOODMAN, SR.,**

Debtor.

Case No. 25-10233-KB

Chapter 13

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**BRIAN J. GOODMAN, SR.,**

Debtor / Movant,

v.

**WILMINGTON SAVINGS FUND SOCIETY, FSB,**  
not in its individual capacity but solely as Owner Trustee of  
**CIM TRUST 2025-NR1,**  
and its alleged servicer  
**FAY SERVICING, LLC,**  
and its alleged agent  
**MCCALLA RAYMER LEIBERT PIERCE, LLP,**  
Claimant / Respondents.

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## DEBTOR'S REFINED OBJECTION TO PROOF OF CLAIM NO. 11

(11 U.S.C. § 502(b)(1); FRBP 3001(c)(1)–(2); RSA 382-A)

NOW COMES the Debtor, **Brian J. Goodman Sr.** (“Debtor”), pro se, and respectfully objects to **Proof of Claim No. 11** filed by Wilmington Savings Fund Society, FSB, as Owner Trustee of CIM Trust 2025-NR1 (“Claimant”). For the reasons set forth below, the Claim must be **disallowed** in whole or in substantial part pursuant to 11 U.S.C. § 502(b)(1) because it is **unenforceable under state law**, lacks supporting documentation, contains **fatal standing defects**, and is based on **materially inaccurate accounting records**.

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# I. SUMMARY OF GROUNDS FOR OBJECTION

The claim fails for **six independent reasons**:

1. **Claimant failed to attach the promissory Note**, contrary to FRBP 3001(c)(1).
2. **No endorsement, no allonge, and no proof of chain of title** are provided.
3. **No Lost Note Affidavit**, despite admitting the note is unavailable.
4. **Claim is time-barred** under RSA 382-A:3-118(a) (6-year statute of limitations).
5. **Transfers violate the PSA Closing Date (January 1, 2005)** and are therefore void.
6. **Claim contains materially defective accounting**, including an unsupported **\$95,209.73 escrow deficiency**, inaccurate arrears, and contradictory payment amounts.

Each ground independently requires the claim to be disallowed.

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## II. FAILURE TO ATTACH THE NOTE

(FRBP 3001(c)(1))

Proof of Claim 11 contains **no promissory note**, violating:

- **Fed. R. Bankr. P. 3001(c)(1)** – must attach the note;
- **3001(f)** – without the note, no prima facie validity attaches.

Because Claimant did not attach the Note, the claim is presumptively **invalid**.

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## III. FAILURE TO SHOW STANDING TO ENFORCE THE NOTE

(RSA 382-A:3-301; Bergeron v. N.Y. Community Bank)

Under **RSA 382-A:3-301**, only a **“person entitled to enforce”** a note may enforce it. Claimant failed to prove:

- Possession of the original note;
- A valid endorsement;
- A chain of title;

- A lawful transfer into either Deutsche Bank (2005 trust) or CIM Trust 2025-NR1.

Under **Bergeron**, standing requires production of the original note or a properly endorsed copy. Claimant has produced neither.

Therefore, Claimant lacks standing.

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## IV. FAILURE TO COMPLY WITH LOST NOTE REQUIREMENTS

(RSA 382-A:3-309)

Claimant appears to rely implicitly on a “lost note” theory, yet:

- **No Lost Note Affidavit** is provided.
- **No evidence** of possession when lost.
- **No evidence** the note was not transferred.
- **No indemnification** protecting Debtor from double liability.

Courts strictly enforce RSA 382-A:3-309. Claimant has not satisfied a single required element.

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## V. PSA CLOSING DATE MAKES THE CLAIM IMPOSSIBLE

(Closing Date: January 1, 2005)

(New York EPTL § 7-2.4; Glaski; Erobobo; Ibanez)

Exhibit A is the PSA for the trust that originally held these kinds of loans. It states:

- **Closing Date: January 1, 2005**

Plaintiff’s Note is dated:

- **September 30, 2004**

Claimant produced **no evidence** of transfer into the trust during the allowed window.

Under the PSA and under **New York trust law (EPTL § 7-2.4)**:

- Any transfer after the PSA closing date is **void**, not voidable.

Because the Note was not transferred into the trust by January 1, 2005:

1. Deutsche Bank never lawfully acquired it.
2. Deutsche Bank could not transfer it in 2025.
3. CIM Trust 2025-NR1 could not have acquired it.
4. Claim 11 is based on a **legally impossible chain of title**.

Courts that support this conclusion include:

- **U.S. Bank v. Ibanez**, 941 N.E.2d 40 (Mass. 2011)
- **Wells Fargo v. Erobo**, 972 N.Y.S.2d 147 (N.Y. Sup. Ct. 2013)
- **Glaski v. Bank of America**, 160 Cal. Rptr. 3d 449 (Cal. Ct. App. 2013)

Thus, the Claimant lacks **any legal interest** in the Note.

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## **VI. CLAIM IS TIME-BARRED UNDER RSA 382-A:3-118(a)**

Claimant alleges default occurred on:

- **June 1, 2009**

Under RSA 382-A:3-118(a):

“An action to enforce a note must be commenced within six years after the due date or accelerated due date.”

More than **15 years** have passed.

Under 11 U.S.C. § 502(b)(1), if a claim is unenforceable under state law, it **must be disallowed**.

This alone defeats Claim 11 in its entirety.

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## **VII. MATERIAL ACCOUNTING DEFECTS IN CLAIM 11**

(FRBP 3001(c)(2)(A)-(D); § 506(b))

Proof of Claim 11 asserts:

- **\$337,530.85** arrears
- **\$95,209.73** escrow deficiency
- **\$34,115.90** prepetition fees
- **\$131,039.94** interest arrears
- **\$75,085.35** principal arrears

The accounting is fatally flawed:

#### **A. Escrow deficiency is unsupported**

The ledger shows:

- Begins at **-\$13,553.73**
- Includes 15 years of “corporate advances”
- No escrow analyses provided
- No tax bills or insurance bills attached
- Many disbursements appear duplicative or force-placed
- No refunds or corrections shown

#### **B. Major fee reversal proves inaccurate records**

On **October 4, 2013**, Claimant reversed:

- **-\$8,186.03** in fees
- **-\$3,291.56** in late charges

This is an admission that **prior accounting was incorrect**, undermining all subsequent figures.

#### **C. Contradictory monthly payment amounts**

Form 410A: **\$1,659.00**

Loan history: **\$1,396.60**

This discrepancy invalidates the arrearage calculation.

#### **D. Failure to produce complete loan history**

Only history from default (2009) forward is provided.  
FRBP 3001 requires accounting from **origination**.

#### **E. Fees are unreasonable under § 506(b)\*\***

Claimant is undersecured and cannot recover most fees.

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## VIII. REQUEST FOR RELIEF

WHEREFORE, Debtor respectfully requests:

- A. **DISALLOWANCE** of Proof of Claim No. 11 under § 502(b)(1);
  - B. Alternatively, **striking** all unsupported charges pursuant to FRBP 3001(c)(2)(D);
  - C. A finding that Claimant lacks standing;
  - D. A finding that the loan was never lawfully transferred to CIM Trust 2025-NR1;
  - E. A determination that the Claim is **time-barred**;
  - F. A requirement that Claimant produce the original Note for inspection;
  - G. Any further relief the Court finds just and proper.
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**Respectfully submitted,**

  
Brian J. Goodman, Sr.

Debtor / Pro Se  
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Date: 11/26/25